in failing to discover the fraud was not the proximate cause of the unauthorized payment. See *Crawford* v. *West Side Bank*, 100 N. Y. 50. The assumption that the payee was fictitious does not make the check payable to bearer, for the plaintiff was ignorant of this fact. MASS. REV. LAWS, c. 73, § 26. Nor upon this assumption is the drawee relieved of his duty to ascertain the genuineness of indorsements; for the likelihood of deception is not thereby increased. See *Armstrong* v. *National Bank*, 46 Oh. St. 512. The result reached is just, since, at the time of payment, the bank alone is in a position to detect the forgery.

CONFLICT OF LAWS — RECOGNITION OF FOREIGN JUDGMENT — SUBMISSION BY CONTRACT TO FOREIGN JURISDICTION. — By a clause in a contract between the plaintiff, a French subject, and the defendant, an English subject, the latter agreed that in case of breach the French tribunals alone should have jurisdiction. The defendant having committed a breach, the plaintiff brought an action in France. Service of the writ was in accordance with the French code, effected by leaving it at the office of the Procureur-Général. The writ was also sent to the French consulate in London, and the defendant notified at his residence there. The plaintiff recovered judgment by default and sued the defendant in England on this French judgment. *Held*, that the defendant is liable. *Jeannot* v. *Fuerst*, 25 T. L. R. 424 (Eng., K. B., March 19, 1909).

For a discussion of a similar case of jurisdiction by contractual consent, see 15 HARV. L. REV. 746; and for the general principles involved, see 20 *ibid.* 323.

CONSTITUTIONAL LAW — IMPAIRMENT OF THE OBLIGATION OF CONTRACT — CHANGE OF REMEDIES. — The United States recovered a judgment against the defendant city based on a contract payable from current taxes. At the time when the contract was made the property taxable was required to be assessed by the city recorder at its full value. Subsequently a state statute required all assessments to be made by a county assessor, whose assessments were to be reviewed, first by the county board, and next by the state board of equalization, and this assessment to be copied by the city recorder for city purposes. *Held*, that, as against the United States, the statute is void as impairing the obligation of its contract by a change of remedy. *City of Cleveland* v. *United States*, 166 Fed. 677 (C. C. A., Sixth Circ.).

For a discussion of the principles involved, see 19 HARV. L. REV. 133.

CONTEMPT — POWER TO PUNISH FOR CONTEMPT — WHETHER PROCEEDINGS TO PUNISH ARE CRIMINAL PROCEEDINGS. — An injunction was granted against members of a labor union restraining them from interfering with the business of the complainant. In a proceeding against the members of the union to punish them for contempt for a criminal conspiracy to violate the injunction, a deposition given by one of the defendants in answer to a subpœna *duces tecum* was offered as evidence. *Held*, that this is a criminal proceeding and therefore the deposition is inadmissible. *Hammond Lumber Co.* v. *Sailors' Union of the Pacific*, 167 Fed. 809 (C. C , N. D. Cal.).

Proceedings in contempt are of two classes, civil and criminal. When they are instituted by private individuals for the purpose of protecting or enforcing private rights, either by payment of a fine to the aggrieved party, or by attachment of the contemnor's property, they are remedial and civil in their nature. *Worden* v. *Searls*, 121 U. S. 14. When, however, as is usually the case, the proceedings are to protect and vindicate the power of the court, they are criminal. A wilful violation of a court's negative injunction is universally held to be a criminal contempt. See *Bullock Electric & Manufacturing Co.* v. *Westinghouse Electric & Manufacturing Co.*, 129 Fed. 105. And the fact that it has arisen in a civil action in no way tends to change the nature of the proceeding for its correction. *New Orleans* v. *Steamship Co.*, 20 Wall. (U. S.) 387. In any event contempt proceedings are always criminal in respect to one not a party to the original suit. *Bessette* v. *Conkey Co.*, 194 U. S. 324. So in all these